

MAINTENANCE
INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF SOUTH TUCSON

NO. 7693
FILED WITH SECRETARY OF STATE
Date Filed 4-12-82
<i>[Signature]</i> Secretary of State

THIS AGREEMENT, entered into pursuant to Arizona Revised Statutes, Section 11-951 through 11-954, as amended, by and between the STATE OF ARIZONA, acting by and through the ARIZONA DEPARTMENT OF TRANSPORTATION, hereinafter called "STATE", and the CITY OF SOUTH TUCSON, hereinafter called "CITY",

WHEREAS, the STATE is empowered by Arizona Revised Statutes Section 28-108 to enter into this Agreement and the Director of the Arizona Department of Transportation has delegated to the undersigned his authorization to execute this Agreement on behalf of the STATE;

WHEREAS, the CITY is empowered by Arizona Revised Statutes Section 9-672 to enter into this Agreement, and acting by and through its duly elected governing body, has by that certain resolution attached hereto and incorporated herein as Exhibit "A" resolved to enter into this Agreement and has authorized the undersigned as its representative to execute the same on behalf of said CITY;

WHEREAS, for the safety and protection of the traveling public, it is necessary and desirable that certain operations and maintenance activities be provided on the State Highway System in the CITY. This work shall include, but not be limited to the operation and maintenance of traffic signals and/or highway lighting at the following locations:

US 89 and 36th Street
US 89 and 33rd Street
US 89 and 29th Street

NOW, THEREFORE, in consideration of the mutual covenants hereinafter to be kept by all parties, it is mutually agreed as follows:

1. The CITY shall set aside sufficient funds and be responsible for all electrical energy costs to operate the traffic signals and/or highway lighting.

2. The STATE shall set aside sufficient funds and be responsible for all operations and maintenance except electrical energy cost; the responsibility of the STATE includes monthly telephone charges for traffic signal interconnect circuits when utilized.

3. Any new installation or any betterment shall be based on a traffic engineering study, and the mutual involvements shall be negotiable.

4. All parties are hereby put on notice that this AGREEMENT is subject to cancellation by the Governor pursuant to Arizona Revised Statutes Section 38-511.

5. THIS AGREEMENT shall remain in force and effect until midnight June 30, 1982, and shall thereafter be automatically renewed for successive periods of one (1) year, unless either party shall give notice in writing to the other not less than one (1) month nor more than three (3) months prior to the initial expiration date, or of any renewal date hereof, cancelling said Agreement. In event of such notification and upon expiration of the term during which notice is given, this Agreement shall thereupon become of no further force and effect.

6. It is understood that this Agreement will cancel and supersede any previous Agreements for installation, maintenance, and betterment of traffic signals and/or highway lighting on those State Highways which traverse within the boundaries of the CITY.

7. It is understood that the list of locations set forth in this Agreement may be added to, or have deletions made, by Letter Addendum Exhibit "C", with all other conditions set forth remaining in effect.

8. It is understood that upon the termination of this Agreement for any cause whatsoever, all properties which are the subject matter of this Agreement are declared to be property of the Arizona Department of Transportation.

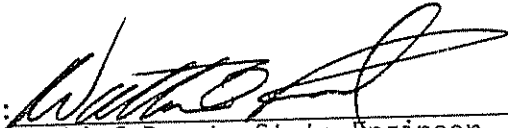
9. Any disposal of properties subject to this Agreement shall be in a manner as otherwise prescribed by law concerning the disposal of public property.

10. This Agreement shall be filed with the Secretary of State and shall become effective upon such filing.

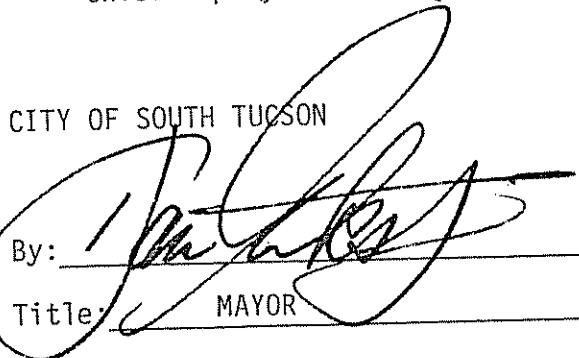
11. Attached to this Agreement and incorporated herein by reference is Exhibit "B" which is a copy of the written determination of the appropriate attorney that the CITY is authorized under the law of this State to enter into this Agreement and that it is in proper form.

IN WITNESS WHEREOF, the parties have executed this Agreement on the effective filing date.

STATE OF ARIZONA
ARIZONA DEPARTMENT OF TRANSPORTATION

By: 
Chief Deputy State Engineer

CITY OF SOUTH TUCSON

By: 
Title: MAYOR

ATTEST:

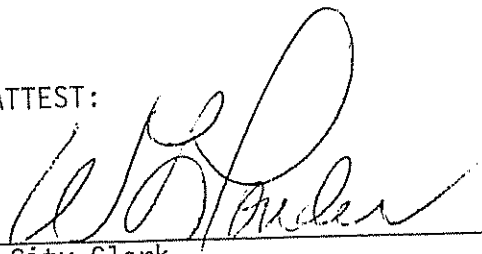

City Clerk

EXHIBIT "C"
LETTER ADDENDUM

In accordance with paragraph 7 of the Agreement for the operation and maintenance of traffic signals and/or highway lighting between the STATE OF ARIZONA and the CITY OF SOUTH TUCSON consummated on 4/12/82, it is agreed by both parties that the following location(s) be added to or deleted from, the existing list of locations to be operated and maintained as set forth in said Agreement.

STATE OF ARIZONA
ARIZONA DEPARTMENT OF TRANSPORTATION

By: [Signature]
Chief Deputy State Engineer

CITY OF SOUTH TUCSON

By: [Signature]
Title: MAYOR

ATTEST:

[Signature]
City Clerk

Date Signed: 2/22/82

STATEMENT OF DETERMINATION

Pursuant to A.R.S. §11-952D, the undersigned attorney for the City of South Tucson has determined that the Inter-governmental Agreement between the State of Arizona and the City of South Tucson is in proper form and is within the powers and authority granted under the laws of this State to the parties.



ROBERT L. MURRAY



OFFICE OF THE
Attorney General
TRANSPORTATION DIVISION
1275 WEST WASHINGTON
PHOENIX, ARIZONA 85007
(602) 255-1680

Sec. of State #7693
Date Filed 4/12/82

ROBERT K. CORBIN
ATTORNEY GENERAL

INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A. G. Contract No. 82-174, which is an agreement between public agencies, has been reviewed pursuant to A.R.S. Sec. 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State or its agencies under the laws of the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 2d day of April, 1982.

ROBERT K. CORBIN
Attorney General

James Z. Holmstrom
Assistant Attorney General
Transportation Division

ARIZONA DEPARTMENT OF TRANSPORTATION
REQUEST FOR PREAUDIT

TO: Office of Audit & Analysis

THRU: _____

FROM: Carlie Bowmer

SUBJECT: Project: None - Maintenance Agreement
 Highway: US 89
 Section: Various within City of South Tucson
 Document Number: A. G. Contract No. 82-174
 Principal: City of South Tucson/State of Arizona

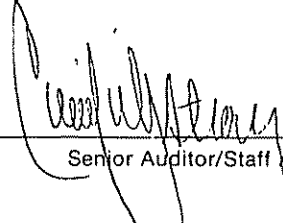
It is requested that a preaudit be performed on the subject documents. Upon completion of the preaudit, the documents should be returned to:

Carlie Bowmer, Assistant State Engineer
Traffic Engineering Section - 204E

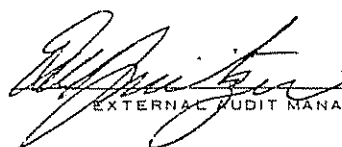
Signature: Mary McKinley
Title: Administrative Secretary

Preaudit Report No. 43 Date: 4/7/82

The subject documents were preaudited by the External Audit Group, Office of Audit & Analysis, in accordance with departmental procedures. No exceptions were taken.


Senior Auditor/Staff Auditor

Approved:


EXTERNAL AUDIT MANAGER

Rec'd - 9:00 pm
APR 7 1982
RP